

321—24.24(231D) Contractual agreement.

24.24(1) At the time of a participant's admission, the participant and the program shall enter into a contractual agreement that clearly describes the rights and responsibilities of the participant and of the program.

24.24(2) The contractual agreement shall be in 12-point type or larger and be written in language using plain, commonly understood terms and, to the extent possible, be easy to understand by the participant or the participant's legal representative.

24.24(3) The contractual agreement shall state current certification status of the program and contain language stating that the program complies with all state and federal codes, administrative rules and federal regulations applicable to adult day services.

24.24(4) Upon admission, each participant or legal representative, if applicable, shall sign a contractual agreement and a managed risk policy disclosure statement.

24.24(5) The written contractual agreement shall include, but not be limited to, the following:

- a. A description of all fees, scheduled days, transportation agreements, charges and rates;
- b. A statement regarding the impact of the fee structure on third-party payments and whether third-party payments and resources will be accepted by the program;
- c. The procedure to be followed if a participant fails to make payment;
- d. Identification of the party responsible for payment of fees;
- e. A statement that the program will give written notification to the participant at least 30 days in advance of any changes to the contractual agreement;
- f. A statement that all participant information will be maintained in a confidential manner to the extent allowable under state and federal law;
- g. The toll-free number for the dependent adult abuse hotline;
- h. The telephone number for filing a complaint with DIA.

24.24(6) The program shall maintain written documentation of the participant's or legal representative's receipt of the following:

- a. A copy of admission and transfer criteria;
- b. A copy of the internal appeal process for involuntary transfer;
- c. A copy of the emergency response policy;
- d. A copy of the staffing policy which identifies how staffing will be adapted to changing participant needs;
- e. A copy of the services and programming provided to meet the life skills and social activity needs of participants;
- f. A procedure for filing a complaint with DIA, including contact information;
- g. A copy of the program's statement on participants' rights.

24.24(7) A participant who is subject to an involuntary transfer initiated solely by the program and not as a result of a monitoring evaluation or complaint investigation by DIA shall not be transferred until an internal appeal process is completed if one is requested by the participant or legal representative.

24.24(8) A copy of the contract shall be provided to the participant or legal representative, if any, and the program shall keep a copy.

24.24(9) The contractual agreement shall be reviewed and updated as necessary to reflect the changes in the services and financial arrangements.

24.24(10) A copy of the contractual agreement form shall be made available to the general public upon request. The basic marketing material shall include a statement that the contractual agreement is available to all persons upon request.